



**REQUEST FOR PROPOSAL FOR  
MANAGEMENT SERVICES AT  
INTERCHANGE NO. 8A PARK-AND-RIDE FACILITY  
SOUTH BRUNSWICK, NEW JERSEY**

**R-102235**

**SEPTEMBER 2013**

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## **SECTION I -- INTRODUCTION**

Enclosed herewith is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“the Authority”) for the furnishing of services to operate and maintain the Interchange No. 8A Park-and-Ride Facility (the “Facility”) located at Route 130 and Friendship Road in South Brunswick, Middlesex County, New Jersey. The Authority is a public agency whose mission is dedicated to the safe and efficient movement of people and goods over two of the busiest toll roads in the nation, the New Jersey Turnpike and the Garden State Parkway. As a public entity, the Authority is committed to exercising best public agency practices and, as such, is seeking a company (“Operator”) to manage the parking lot and terminal building, coordinate bus operations and handle all ancillary uses of the Facility. The detailed scope of services to be performed is set forth in Section III herein (the “Services”). The selection of the successful proposer shall be solely that of the Authority. The resulting agreement (“Agreement”) shall be for three (3) years with the option at the Authority’s sole discretion to extend for two additional one-year periods.

The Authority wishes to receive proposals (the “Proposals”) from all interested qualified firms (the “Proposers”). Such Proposals must be responsive to all information sought in this RFP. The Authority intends to select one firm to perform the Services. The successful firm will be selected based on the evaluation criteria as set forth in Section IV.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in N.J.S.A. 27:23-6.1, and Executive Order No. 37 (Corzine, 2006), and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.1, *et seq.* In addition, Proposers are required to comply with the EEO requirements of P.L. 1075, C.127 (N.J.A.C. 17:27).

Upon review of all Proposals, the Authority may request that one or more Proposers appear for an oral presentation focusing on how their proposed project approach and solution will satisfy the requirements of this RFP. Should an oral presentation be requested, it will be an opportunity for each short-listed Proposer to introduce its project staff to the Authority, demonstrate its proposed solution, and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Authority. In addition, the Proposer may submit a best and final offer at this time or within two (2) business days following this presentation. The Proposer may use handouts, display boards, products and other materials during this oral presentation. The presentation, however, will be restricted to a maximum time period specified by the Authority, including the time allotted for a question and answer period. Information relating to the Proposer’s recent experience on similar assignments, approach to the project and the use of innovative and/or cost effective measures should be included in the oral presentation.

**End of Section I**

## SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION

### A. Purpose

This RFP contains a Scope of Services (Section III) which is intended to outline the Authority's needs.

### B. Site Visit/Pre-Proposal Meeting

Proposers will be permitted to inspect the Facility on **September 20, 2013 at 11:00 a.m.** by making specific arrangements with Sherri Jennings of the Procurement and Materials Management ("PMM") Department at 732-750-5300 Ext. 8628. The site inspection will provide Proposers an opportunity to inspect the Facility and to ask questions about the procurement process.

### C. Inquiries

**ONLY type-written** inquiries concerning the RFP will be accepted and may be directed to Andrea E. Ward, Director, PMM Management Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX are acceptable. The FAX number is 732-750-5399. The inquiry deadline is **4:30 P.M. EST, September 20, 2013**. Inquiries will not be entertained after this date and time.

**A PROPOSER IS NOT PERMITTED TO MAKE INQUIRIES OF OR DISCUSS OR QUESTION ANY AUTHORITY EMPLOYEE, STATE EMPLOYEE OR COUNSEL OR CONSULTANT TO THE AUTHORITY WHILE THIS REQUEST FOR PROPOSAL IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. IT IS INAPPROPRIATE FOR ANY PROPOSER TO CONTACT ANY AUTHORITY COMMISSIONER OR ANY STATE OFFICIAL OR EMPLOYEE DURING THE REQUEST FOR PROPOSAL PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN DISQUALIFICATION OF THE PROPOSER.**

### D. Closing Date

One (1) original and seven (7) copies of the Proposer's Proposal must be received no later than **4:30 PM EST October 3, 2013** addressed to Andrea E. Ward, Director, PMM Department.

#### Regular Mail

New Jersey Turnpike Authority  
P. O. Box 5042  
Woodbridge, NJ 07095

#### Federal Express or Other Overnight Delivery

New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, NJ 07095

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written addendum published on the Authority's website (the "Addendum").

**Proposers mailing Proposals should allow for their normal mail delivery time to ensure timely receipt of their RFP Responses. Please be advised that using overnight / next –day delivery service does not guarantee overnight / next-day deliveries to our location.**

**E. The Proposals**

It is anticipated that the Proposal will provide a concise and precise delineation of the Proposer's ability to meet all of the requirements of the Authority as provided for in this RFP.

**F. Proposer vs. Operator**

The terms "Proposer" and "Operator" are used frequently, and may be used interchangeably; however, "Proposer" is intended to identify the entity submitting a Proposal, while "Operator" is the entity to whom the Agreement is awarded.

**G. Signatures**

Proposals must be signed by an officer authorized to make a binding commitment for the Proposer.

**H. Incurring Costs**

The Authority shall not be liable for any costs incurred by any Proposer in the preparation of its Proposal for the services requested by this RFP.

**I. Addendum to RFP**

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable Proposers to make an adequate interpretation of the provisions of this RFP, an Addendum to this RFP will be issued.

**J. Acceptance of Proposals**

This RFP does not in any manner or form commit the Authority to award an Agreement. The contents of the Proposal shall become a contractual obligation, if, in fact, a Proposal is accepted and an Agreement is entered into with the Authority. The Authority may award an Agreement solely on the basis of the Proposal submitted without any additional negotiations. The Authority reserves all rights to provide for additional negotiations if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of the Agreement by the Authority.

**K. Rejection of Proposals**

The Authority reserves the right to reject any and all Proposals. The Authority shall not be obligated at any time to award any Agreement to any Proposer.

**L. Final Agreement**

Any Agreement entered into with a successful Proposer shall be an Agreement that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. A draft of the proposed Agreement to be entered into with the successful Proposer is

attached hereto as Exhibit N. The provisions of the attached Agreement, not otherwise set forth in this RFP, are hereby incorporated. It is understood that any Agreement that may be awarded will be on the basis of a professional agreement for services within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

**M. Dissemination of Information**

Information included in this document or in any way associated with this RFP is intended for use only by the Proposer and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

**N. Public Records**

Any Proposal received from a Proposer under this RFP constitutes a public document that will be made available to the public upon request pursuant to New Jersey's Open Public Records Act, N.J.S.A. 47:1A-1 et seq. A Proposer may request the Authority's General Counsel to deem certain sections of its proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such act.

**O. News Releases**

No news releases pertaining to this RFP or any project to which it may relate shall be made without the Authority's approval.

**P. Affirmative Action**

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectation or sexual orientation or handicap.

In addition, the Proposer must state in the Proposal that the Proposer agrees to fulfill all requirements and goals and to complete the appropriate forms. The following are included in Section VI:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the AA-302 Form. The appropriate form must be completed and submitted to the Authority by the selected Firm immediately after being notified of award of the Agreement.

**Q. Small Business Enterprises Requirements**

It is the policy of the Authority that small businesses (each a “small business enterprise” or “SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) should have the opportunity to participate in Authority contracts (N.J.A.C. 17:13-1.1, et seq.).

To the extent the Proposer engages subcontractors or sub-consultants to perform Services for the Authority pursuant to this Contract, the Proposer must demonstrate to the Authority’s satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs in the State of New Jersey.

As set forth in N.J.A.C. 17:13-4.3, evidence of a “good faith effort” includes, but is not limited to:

1. Proposers shall attempt to locate qualified potential small business subcontractors;
2. Proposers shall request a listing of small businesses from the Division if none are known to the Proposer;
3. Each Proposer shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
4. Proposers shall provide all potential subcontractors with detailed information regarding the specifications; and
5. Proposers shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

Furthermore, the Proposer shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations on the form attached as Exhibit M, if applicable, and shall complete such other forms as may be required by the Authority for reporting to the State of New Jersey as to participation.

**R. Division of Revenue Registration**

Pursuant to the terms of N.J.S.A. 52:32-44, the successful Proposer is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. **No agreement shall be entered into by the Authority unless the Proposer first provides proof of valid business registration.** In addition, the successful Proposer is required to receive from any sub-consultant it uses for goods and services under the Agreement, proof of valid business registration with the Division of Revenue. No agreement shall be entered into for any agreement with the Authority unless the sub-consultant first provides proof of valid business registration. Please include a copy of the Proposer’s Certificate of Registration with the Proposal submission. (Exhibit J)



All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-9292.

**S. State Political Contributions Notice: Public Law 2005, Chapter 51, and Executive Order 117**

The intended awardee will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's Procurement and Materials Management Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will issue an Agreement. (Exhibit D)

**T Affidavit of Moral Integrity**

Together with the Proposal, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority's General Counsel. (Exhibit C)

**U. Code of Ethical Standards**

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics, a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting a response hereto, Applicant agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State Ethics Commission.

**V. Tolls**

It is the policy of the Authority not to offer toll free passage on its roadways for its vendors; See N.J.S.A. 27:23-25 and N.J.A.C. 19:9-1.19.

**W. Proposals Become Property of The Authority**

All Proposals shall become the property of the Authority upon receipt and will not be returned.

**X. Right To Audit Clause**

Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority with regard to this RFP. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Proposer's books and records specific to the Proposal and Agreement. Such records shall be retained by Proposer for at least seven (7) years. In no event shall books and records be disposed of or destroyed prior to seven (7) years or during any dispute or claim between Authority and Proposer with regard to the RFP.

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**Y. Shareholders/Partnership Disclosure Statement**

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Shareholders/Partnership Disclosure Statement set forth as Exhibit E. Failure to include the completed and signed form may be grounds for rejection of Proposers' Proposal.

**Z. Vendor Disclosure Form N.J.S.A. 52:34-13.2**

N.J.S.A. 52:34-13.2 requires disclosure that all parties seeking business under a contract with the Authority disclose the origin and location of the performance of their services that are the subject matter of the contract. Each Proposer shall return to the Authority with its Proposal as completed, dated and certified Vendor Disclosure Form set forth as Exhibit F.

**AA. Notice to All Respondents of Set-Off for State Tax**

Each Proposer shall return to the Authority with its Proposal a signed and dated Notice of Set-Off for State Tax set forth as Exhibit G which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under agreements with the Authority.

**BB. Affidavit of Non-Collusion**

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form may be grounds for rejection of Proposer(s)'s Proposal.

**CC. Disclosure of Investment in Iran**

New Jersey Public Law 2012, c25 requires disclosure by all parties seeking to enter into a contract with the Authority, which is worth \$20,000,000 or more, to disclose whether or not the business is engaged in specific investment activities in Iran. Each Proposer shall return to the Authority with its Proposal the completed dated form entitled "Disclosure of Investment Activities in Iran" as set forth in Exhibit F-2. Failure to include the completed and signed form may be grounds for rejection of Proposer's Proposal.

**DD. Proposal Schedule**

Site Visit/Pre-Proposal Meeting (11:00 AM, EST)	September 20, 2013
Closing Date for Submission of Inquiries (4:30 PM, EST)	September 20, 2013
Closing Date of Receipt of Proposals (4:30 PM, EST)	October 3, 2013
Oral Presentations (if necessary)	October 7, 2013
Best and Final Offers (BAFOs) (if requested)	October 9, 2013
Tentative Commission Approval	October 22, 2013

**End of Section II**

### SECTION III -- SCOPE OF SERVICES

#### A. Background

The Facility is owned by the Authority and consists of a 935 numbered space parking lot and a terminal building, including approximately 1200 square foot of waiting area, a 150 square foot ticket office, two 60 square foot bathrooms, a 70 square foot utility/janitor's closet and two 44 square foot entrance toll booths (all square footage is approximate). The Facility has been in operation since December 4, 1995. A plan of the Facility is attached hereto and incorporated herein by reference.

The successful Proposer shall be responsible for managing the parking lot and terminal building, coordinating bus operations and handle all ancillary uses of the Facility. It is fully expected and required that, in the event the successful Proposer is an operating bus company, it will not discriminate against any other bus company or other entity seeking to utilize the Facility and will not afford any special preferences as part of its management of the Facility.

Proposers must include in their proposal a flat annual license fee to be paid to the Authority for the use of the Facility. **In no event will any Proposal be considered that does not include a flat annual license fee equal or greater than \$200,000.** The annual license fee will be paid to the Authority in twelve (12) equal monthly installments for the term of the Agreement, inclusive of the two, one-year extensions. Notwithstanding the Operator's requirement to pay an annual license fee on a monthly basis to the Authority, the Operator may retain any fees charged to bus companies to access the Facility as well as any allowable fees charged for the use of the parking lot, vending machines, and other entities that comprise the Facility.

The Authority has set fees for the following uses of the Facility ("Fee Schedule"):

Daily Parking:	\$2.00
Monthly Parking:	\$35.00
Bus Egress:	\$10.00 per egress

**This Fee Schedule is non-negotiable and Operator may not charge any fee greater than that listed on the Fee Schedule for the stated use of the Facility.** In its sole discretion, the Authority may increase the Fee Schedule during the term of the Agreement. Should the Authority increase the Facility's fees, the annual license fee to be paid by the Operator will be subject to a comparable percentage increase over and above the previous year's license fee.

The Operator will be required to post a security deposit of \$10,000.00 which shall be deposited into a non-interest bearing account of the Authority to secure the performance of the Services, or the payment of fines or penalties or damages or fees due from the Operator. Any unused portion of the security deposit will be returned to the Operator at the termination of the Agreement.

## **B. General Scope**

1. The Operator shall be responsible for the thorough understanding of the requirements of this RFP, including any applicable laws and regulations. The Operator shall become familiar with the Authority's policies and procedures necessary for the effective performance of the required Services. The applicable exhibits are attached including current Facility Site Plan.
2. The Operator will coordinate all Services through the Authority's designated staff in the Patron Services/Executive Offices. It is important for the Operator to coordinate and establish a close working relationship with designated Authority staff early in the working relationship so as to ensure mutual understanding of internal processes for expeditious and accurate exchange of information. The Authority reserves the right, in its sole discretion, to request replacement of any designated representative of the Operator for reasonable cause for such reasons as, but not limited to, inability to effectively communicate with or incompatibility with Authority representatives, or unresponsiveness to Authority requests for information or services within the scope of the Agreement.
3. The Operator shall provide all services, personnel and equipment required to efficiently operate and maintain the Facility, including but not limited to, parking lot attendants, dispatchers and other supervisory personnel, ticket machinery, furniture and other equipment.

## **C. Operation of Commuter Bus Services**

1. The Operator shall manage bus operations at the Facility, including allowing access to the Facility by any and all permitted bus companies through Facilities License Agreements, the terms of which shall be set by the Authority, coordinating the bus schedules of such permitted bus companies; facilitating the smooth loading and unloading of passengers; and ensuring that the Facility is operated in a safe and efficient manner. Only bus companies which have fully complied with each and every one of the following conditions shall be permitted by the Operator to access the Facility: (1) filing rate schedules with the ICC; (2) obtaining and maintaining all necessary licenses, permits and approvals; (3) submitted proof of adequate insurance; (4) submitted proof that the buses to be utilized are in good working order; and (5) submission of emergency breakdown procedures for occurrences on non-Turnpike roadways. In accordance with the above terms, the Operator shall be responsible for determining which bus companies are permitted to access the Facility, and must certify to the Authority that each bus company permitted to access the Facility meets each of the above requirements and satisfies all legal requirements to operate as a bus company in the State of New Jersey.
2. The Operator of the Facility shall provide equal, non-discriminatory access to the Facility to all bus companies which comply with the requirements of Section

III.C.1. Such access may be subject to reasonable scheduling restrictions or requirements, which shall be set by the Operator in a fair and non-discriminatory manner. The Operator shall make a good faith effort to accommodate each bus company's request for specific departure or arrival time slots. (The terminal building can accommodate a maximum of three buses at one time for loading and unloading of passengers. The scheduling of the entry and departure of buses must take into account these maximums. No additional buses shall be allowed to enter the Facility at one time.)

3. Utilizing the Authority's Fee Schedule, the Operator must collect such fees from the bus companies for the access to the Facility. The Operator may retain any allowable fees paid by bus companies to access the Facility
4. The Operator shall be required to manage the ticket counter including selling bus tickets on behalf of the bus companies, servicing patrons and other duties required for the smooth operation of the ticket counter and the terminal building.

**D. Operation of the Parking Lot**

1. The present Facility has 935 numbered parking spaces.
2. The Operator shall be responsible for operating and maintaining the parking lot at the Facility, which shall include, but not be limited to monitoring a vehicle counter, maintaining a record of parking spaces available each day of operation, reporting abnormal conditions and maintenance problems.
3. The Operator shall conduct a first-class motor vehicle parking operation, in a careful, efficient and safe manner following in all respects the best practices for all commuter vehicles including but not limited to van pools and car pools of motor vehicle parking lot operations.
4. Utilizing the Authority's Fee Schedule, the Operator must collect such fees from persons utilizing the parking lot at the Facility. The Operator may retain any fees charged to users of the parking lot at the Facility.
5. The Operator must staff the Facility during the hours of operation with parking lot attendants at (a) the terminal building within the Facility to ensure safety and maintenance of the structures, and (b) the entrance booths. The Operator must provide sufficient attendant(s) to supervise the parking of vehicles to insure that patrons do not damage the parking lot. The duty hours of such attendants should be coordinated with the bus operations so as to provide sufficient and satisfactory levels of assistance to the public.

**E. Utilities and Maintenance**

The Operator shall be required to:

1. Provide and maintain the following utilities at no cost to the Authority: water, sewer, electric, and telephones in the terminal building. If the Operator wishes to install additional utilities, such installation shall be in compliance with the Authority's standard specifications for such installations, and at no cost to the Authority.
2. Perform daily janitorial services necessary to maintain clean conditions within the terminal building, the parking lot and on the immediate sidewalks and adjacent areas of the terminal building.
3. Perform necessary ground, building and pavement maintenance, including, but not limited to, sweeping, grass cutting, landscaping of trees and shrubs, pavement wearing surface repair, line striping, guardrail and fencing repairs, snow and ice control, light standard re-lamping, sign maintenance, curb and sidewalk repairs, flushing/cleaning of all site drainage structures and open/closed drainage system. Grass cutting shall include the detention basin, all grass islands, and all grass areas contiguous to the site. Such activities must receive prior approval from the Authority before implementations.
4. Maintain all fixtures, plumbing, toilet, equipment and personal property at the Facility in first-class operating order, condition and appearance at all times in compliance with the requirements of the Department of Community Affairs or other applicable governmental entity, making all repairs and replacements necessary therefore, regardless of the cause or the condition necessitating any such repair or replacement.
5. Maintain and repair all existing and any new equipment installed during the life of the Agreement, including gate arms at the parking booths, loop detectors, waiting shelters, and fare collection equipment. Perform routine repair and maintenance work at: the parking lot and related equipment, including the air conditioning/heating system, canopy and the interior lighting. The Operator shall obtain approval from the Authority prior to undertaking any repairs at the Facility.
6. Install and service trash dumpsters, cans, and other refuse containers. Collect and remove all garbage, debris and other waste materials, (whether solid or liquid) arising out of its occupancy or use of the Facility. All collection and removal shall comply with all federal, state and local laws and regulations for such disposal, including, but not limited to, recycling requirements.

**F. Miscellaneous Services**

The Operator shall be required to:

1. Insure that all bus drivers operating from the Facility are equipped to sell bus tickets during those hours when the ticket booths in the terminal building are closed.
2. Insure the safety and security of the Facility and the invitees thereat. Security measures shall be coordinated among the Authority's Operation's Department, the New Jersey State Police (Troop D) and the Operator.
3. Remove abandoned vehicles in compliance with Turnpike Regulations regarding towing and all applicable governmental regulations and requirements.
4. Operate and maintain any existing vending machines and newsstands. Should the Operator wish to install any additional vending machines or newsstands, such installation is subject to the review and approval of the Authority. Any rent or other fees collected from such concessionaires may be retained by the Operator of the Facility.
5. Maintain separate accounting records on the Facility, including, bus utilization levels, and parking space utilization.

**End of Section III**

## **SECTION IV – RFP RESPONSE EVALUATION CRITERIA & QUOTATION SUBMISSION FORM**

### **A. General Requirements**

1. Proposers under this RFP should clearly outline their comprehensive approach to fulfilling the requirements and fully describe their plans for performing each element in the Scope of Services.

The format outlined below must be followed for each firm's submission.

2. All portions of this RFP and the Proposal are considered to be part of the Agreement and will be incorporated by reference.
3. All the requirements listed in the Check List (Section VI) must be complied with in order to be considered responsive to this RFP. Failure to submit any or all of the items in the Section VI checklist may subject proposer to disqualification.
4. Proposers shall provide copies of audited financial statements or federal income tax returns for your firm for the past three years. Also, please feel free to provide current independent financial ratings from NJ State and nationally recognized/consensus rating bureaus (e.g. AM Best, Moody's, Standard & Poor's).

### **B. Format**

Proposers shall respond to this RFP in accordance with the format set forth in Section IV.C. so as to ensure the submission of information essential to a comprehensive evaluation of the proposals. The content may be expanded, but the format must be adhered to. An original and five (5) copies of the proposal shall be submitted.

The proposal shall contain those items outlined below, and be presented on 8 ½" x 11" sheets. Proposals need not be elaborate nor contain unnecessary art work; rather, they should be typewritten and reproduced in as economical a manner as necessary to present the following information:

### **C. Proposal**

1. Title Page
2. Transmittal Letter
3. Table of Contents
4. Executive Summary of Response to RFP (5 page limit)
5. Response to the Scope of Services.
  - (a) Approach – Description of the methods proposed to accomplish the services required to operate and maintain the Facility.



- (b) License Fee: State the flat annual license fee the Operator shall pay for the use of the Facility during the term of the Agreement, and any increases in the proposed fee over the term of the Agreement. **The minimum annual license fee is \$200,000 per year.** The award of the contract will, in part, be based on whether the fee proposed is equal to or in excess of the minimum license fee of \$200,000.
- 6. Organization
  - (a) Organization Chart – integrated organization charts must be provided containing key personnel, and their allocation to specific tasks.
  - (b) Key personnel – This section should include a history and professional biography of the principal personnel who will be in charge of the various portions of the Facility and other senior professionals who will either be in charge of various subtasks or be contributing significant effort to the Facility. A biography for all personnel listed in the organization charts must be included.
- 7. Experience on Similar Projects
  - (a) Provide a brief description of your firm, its ownership structure and its state/county of incorporation or formation. Describe your firm’s physical presence in the State of New Jersey, including the number of offices, the number of employees and the type of business activity conducted in the State. Also, please describe the participation of women and minorities in the firm, and include an affirmation of a good faith effort to meet SBE goals.
  - (b) Client References – Provide at least three references from entities that were provided similar services as set forth in this RFP. Indicate the name, address and description of the client for whom services were provided, the type of organization, contact information, description of project(s) and month and year of implementation and completion of projects(s); and comparable information for any additional services rendered. The Authority may contact all references.
  - (c) Proposer shall provide evidence of experience in providing services similar to the services set forth in Section III, Scope of Services, and shall include the following areas
    - (i) List (giving names of projects, locations and owners) applicable work your firm is responsible for and firms associated with (if any).
    - (ii) Describe capabilities of personnel available in your firm or joint venture in the areas that specifically apply to your submission

- (d) Summaries or brief descriptions of projects performed by the proposer, which are most related to requirements of this RFP. Limit those descriptions to those most relevant to this RFP and those, which are most representative of the proposer's capabilities.

**D. Proposal Forms Information**

This section contains requirements that must be completed in order to submit a responsible proposal.

All portions of this RFP are considered to be a part of the contract and can be incorporated by reference.

The proposal must contain the following in order to be considered responsive to this RFP:

1. A letter of transmittal signed by an officer authorized to make a binding commitment for the firm submitting the proposal.
2. Evidence of financial capacity – submission of financial statements prepared by an independent accountant.
3. Statement indicating the ability to perform the required separate recordkeeping for the Facility.
4. Statement of disclosure of any fines, citations, or other penalties imposed by federal, state or local governmental entities relating to the safety of any operation conducted by the proposer, including, but not limited to, environmental violations, violations of the Interstate Commerce Act, and OSHA violations.
5. Statement of methodology that will be used in scheduling and selecting bus companies permitted to use the Facility. (The Operator must submit to the Authority's Patron Services Division copies of any documents used to solicit bus companies at the Facility prior to advertising/distributing such solicitation.) It is emphasized that the Authority requires that if an operating bus company submits a Proposal, it will not discriminate against any other bus company or other entity seeking to utilize the Facility and will not afford any special preferences as part of its management of the Facility.

**E. Evaluation Factors**

All Proposals will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon conformance to all of the RFP's requirements and the demonstration of competency and responsibility as presented in the Proposal. Proposers will be awarded a maximum of 100 points upon the following factors:

## **G. Evaluation Criteria**

- |  |                      |
|--|----------------------|
| 1. <u>Approach to Responses and Understanding the Authority's Needs:</u> | <u>Weight</u><br>30% |
|--|----------------------|

Evaluation will include quality and soundness of project plan, general comprehension of the requirements to operate and maintain the Facility and complete all the required tasks that comprise the services in Section III of the RFP. In addition, the safety record of proposer and the relationship of any fines or citations to the services required in this RFP will be considered. Affirmation of good faith effort to meet SBE goals shall also be factored into this criterion.

- |   |     |
|---|-----|
| 2. <u>Experience and Credentials of Team:</u> | 25% |
|---|-----|

Evaluation will include qualifications and relevant experience of key personnel and the firm's demonstrated ability to deliver the Services required under the RFP. Evaluation will include whether the team members have relevant experience with similar public entities.

- |  |      |
|--|------|
| 3. <u>Experience on Similar Projects/References:</u> | 25 % |
|--|------|

Evaluation will include the proposed staff's and firm's experience in managing a public Facility, coordinating bus operations, or other similar or applicable experience; management approach to operate the Facility. The references to be provided by the proposer for review by the Authority shall pertain to the nature of the work performed, the duration of the agreement, the relationship between the owner agency and the proposer and such other considerations regarding the ability and responsibility of the proposer that the Authority deems appropriate.

- |                       |     |
|-----------------------|-----|
| 4. <u>License Fee</u> | 20% |
|-----------------------|-----|

Proposed Flat Annual Fee being in excess of the minimum flat fee of \$200,000 for the services outlined herein.

**End of Section IV**

## SECTION V: INSURANCE; BONDING AND INDEMNIFICATION

### A. Insurance

The Firm shall procure and maintain, at its own expense for the duration of the Agreement and for an additional two (2) years as stated in 1. below, insurance for liability for damages imposed by law and assumed under this the Agreement, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A-/VII or better. Before commencing of the Services hereunder, the Firm shall furnish to the Authority a certificate or certificates of insurance (together with declaration pages if requested by the Authority) in a form satisfactory to the Authority showing that it has complied with this Section. The certificate or certificates and declaration pages shall provide that the policies shall not be canceled or restrict any coverage until thirty (30) days prior written notice has been given the Authority. All certificates and notices of cancellation change shall be mailed to: General Counsel, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5042. Upon request, the Firm shall furnish the Authority with a certified copy of each policy, including the provision establishing premiums.

In the event that the Firm fails or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under the Agreement. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Firm. If such funds are inadequate to purchase such insurance, the Authority may charge the Firm, as necessary, to cover the cost of insurance purchased.

The types and minimum limits of insurance shall be:

#### 1. Commercial General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

Bodily Injury and Property Damage.....	\$5,000,000
(Each occurrence combined single limit)	
Personal Injury Each Occurrence.....	\$5,000,000
General Aggregate.....	\$5,000,000
Products Aggregate.....	\$5,000,000
Fire Damage Legal Liability.....	\$2,000,000
Medical Payments.....	\$5,000

This policy shall name: "The New Jersey Turnpike Authority, its Commissioners, officers, employees, and agents" as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy. This insurance policy shall include, but not be limited to, Personal Injury, Broad Form Property

Damage, Advertising Liability, Contractual Liability including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad, Products/Completed Operations, X.C.U., and Independent Contractors Coverages. Products Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the Agreement. The policy shall not contain any exclusions deleting or restricting coverage for liability arising out of the performance or non-performance of professional services.

2. Business Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Combine Single Limit of Liability for Bodily Injury or Property Damage any one accident \$5,000,000.

This policy shall name: "The New Jersey Turnpike Authority, its Commissioners, officers, employees and agents" as additional insured.

3. Workers Compensation and Employers' Liability Insurance

Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states coverage for any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident.

5. Garagekeepers Legal Liability Insurance

The Operator shall provide Garagekeepers Legal Liability Insurance, covering the perils of fire, explosion, theft, riot, vandalism, civil commotion and malicious mischief, in at least the amount of \$5,000,000. This policy shall name the Authority, its officers, employees and agents as Additional insured(s).

**B. Certificate and Endorsement Requirements**

Each of the above required policies shall contain the endorsements as stated below:

1. Thirty (30) day notice of cancellation or any restriction in coverage by registered mail to the Authority.
2. All policies, shall contain a waiver of subrogation clause in favor of the Authority, its Commissioners, officers, employees, and agents
3. With respect to policies (A1) and (A2) the "other insurance" clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or the self-insurance

maintained by the Authority.” Insurance Coverage in the minimum amounts provided for herein shall not relieve the Firm of any liability which might exceed that amount, nor shall it preclude the Authority from taking such other actions as are available to it under any other provisions of the Agreement, or otherwise in law.

The Firm shall also require that all of its contracting parties comply with the insurance requirements stated above including providing evidence of such insurance coverages in the same manner as stated above.

Due to future changes in economic financial and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.

**NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE FIRM ARE SPECIFIED HEREIN, THE LIABILITY OF THE FIRM SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES PROVIDED NOR SHALL THEY PREVENT THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW OR EQUITY.**

#### **C. Bonding**

Operator shall provide the Authority with a performance bond in the sum of \$100,000 to insure the faithful performance of its obligations herein. In the event of the insolvency of the Surety, the Operator shall promptly furnish and maintain a replacement performance bond in a form acceptable to the Authority.

#### **D. Indemnification**

1. Should the Operator become engaged by the Authority and provide any of the Services contemplated under this RFP the Operator Firm agrees to defend, indemnify, save and hold harmless the Authority, its officers, commissioners, directors, employees and agents (the “Indemnified Parties”) and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney’s fees and costs and court costs) (collectively “Liabilities”) including, without implied limitations, liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Operator or the Authority), resulting from the use or occupancy of the Facility by Operator or any bus company licensed by the Operator, the Operator’s performance of the Services

outlined in Section III of the RFP annexed hereto as Exhibit C, or resulting from any act or omission or from the willful misconduct of the Operator, any bus company licensed by the Operator to use the Facility, or of any of their officers, agents, subcontractors or employees that arise out of or are in any manner related to the subject matter of this Agreement. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

2. The Operator hereby covenants and agrees to indemnify the Indemnified Parties against all loss of money or other property, real or personal, belonging to the Authority, or in which the Authority has a pecuniary interest, or for which the Authority is legally liable, or which is held by the Authority in any capacity whether the Authority is legally liable therefore or not, occasioned through robbery, burglary, theft, larceny, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, negligent loss, mysterious disappearance or destruction, or fraudulent or otherwise dishonest act or acts, committed by any one or more of the officers, employees or agents of the Operator, acting alone, directly or in collusion with others, during the effective period of this Agreement.

**End of Section V**

## SECTION VI: CHECKLIST AND EXHIBIT DOCUMENTS

### CHECKLIST OF ITEMS

THE FOLLOWING ITEMS, AS CHECKED BELOW, MUST BE SUBMITTED WITH YOUR  
RFP RESPONSE PACKAGE ALONG WITH THE CHECKLIST ITSELF:

**CHECK OFF AS READ, SIGNED & SUBMITTED**

√		<b>CHECK LIST</b>	√
√	<b>A.</b>	<b>AFFIRMATIVE ACTION INFORMATION SHEET</b>	
√	<b>B.</b>	<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)</b>	
√	<b>C.</b>	<b>AFFIDAVIT OF MORAL INTEGRITY</b>	
	<b>D.</b>	<b>STATE CONTRACTOR POLITICAL CONTRIBUTIONS NOTICE Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117</b>	<b>FYI</b>
√	<b>E.</b>	<b>STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT</b>	
√	<b>F.</b>	<b>FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129</b>	
√	<b>F-2</b>	<b>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</b>	
√	<b>G.</b>	<b>NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX</b>	
√	<b>H.</b>	<b>NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS</b>	
√	<b>I.</b>	<b>AFFIDAVIT OF NON-COLLUSION</b>	
√	<b>J.</b>	<b>NJ BUSINESS REGISTRATION CERTIFICATE</b>	
√	<b>K.</b>	<b>SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM</b>	
√	<b>L.</b>	<b>SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION</b>	
√	<b>M.</b>	<b>INSURANCE (see Section V of RFP for Insurance Requirements for this The Agreement) Submit proof of insurance- either certificate or letter from broker with proposal</b>	
	<b>N.</b>	<b>DRAFT AGREEMENT</b>	

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name – please print or type)

\_\_\_\_\_  
(Telephone Number/Fax Number)



**EXHIBIT A**

**AFFIRMATIVE ACTION INFORMATION SHEET**

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal The Agreement Compliance Programs (Good for one year of the date of letter).

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.

(OR)

2. The proposer has submitted a Certificate of Employee Information Report pursuant to (NJAC 17.27-1.1) and The State Treasurer has approved said report.

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number \_\_\_\_\_

(OR)

3. If Proposer has already submitted Form AA-302 to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful proposer and have none of the above, please contact the Purchasing Department at **(732) 750-5300 ext. 8629** within five (5) days of notification of award for an Affirmative Action Employee Information Report (AA-302). This form (AA-302) must be forwarded to the States' Affirmative Action Office with the AUTHORITY's Copy (Pink) returned to the Turnpike Authority Purchasing Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed \_\_\_\_\_ Date Signed \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Proposers Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE THE AGREEMENTS**

During the performance of this the Agreement, the Contractor agrees as follows:

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectation or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Wage; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The Contractor or Subcontractor, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other the Agreement or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or Subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or Subcontractor agrees to make good faith efforts to employee minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.
- F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- H. In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services the Agreement, one of the following three documents:
  - i. Letter of Federal Affirmative Action Plan Approval
  - ii. Certificate of Employee Information Report
  - iii. Employee Information Report form AA302

Page 2 - Mandatory EEO Language – Professional Services

The Contractor and its Subcontractor shall furnish such reports or other documents to the Division of The Agreement Compliances & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and Public Agencies shall furnish such information as may be requested by the Division of The Agreement Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to this the Agreement do hereby agree that the provision of **N.J.S.A. 10:5-31 et seq.** dealing with discrimination in employment on Public The Agreements, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this the Agreement and are binding upon them.

Submitted by:

**Firm Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT C**  
**AFFIDAVIT OF MORAL INTEGRITY**

STATE OF \_\_\_\_\_

Ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ (Pres., Vice Pres., Owner/Partner) of

\_\_\_\_\_ (Bidder), being first duly sworn, deposes and says:

1. That the Bidder wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Bidder's bid/proposal.

2. That as of the date of signing this Affidavit, neither Bidder, nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi criminal violations, except as follows: **(If none, so state):**

3. Bidder further states that neither the Bidder, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):**

4. That Bidder authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Bidder are as follows: **(if none, so state).**

6. That the undersigned, being authorized to act on behalf of Bidder, certifies that I am personally acquainted with the operations of said Bidder, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Bidder as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

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Signature

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Print Name

---

Title

(Corporate Seal)

Sworn and Subscribed to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

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Notary Public

## EXHIBIT D

### State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State the Agreements from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51"). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51's political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Exhibit are material terms of any the Agreement entered into by the Authority.

#### **DEFINITIONS**

For the purpose of this Exhibit, the following shall be defined as follows:

a) "**Contribution**" – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, N.J.S.A. 19:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq., made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.

b) "**Business Entity**" – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse, civil union partner or child, residing in the same household, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

## **PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT**

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any the Agreement with the Authority for any Business Entity who has been awarded the contract, during the term of the contract or any extension thereof, to:

- (i) make or solicit a contribution in violation of Chapter 51 or EO117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
- (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

## **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

Prior to the award of any the Agreement or agreement, the Authority shall notify any Business Entity to which it intends to award a the Agreement of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's Purchasing Department to be completed and returned to the Authority for submission to the State Treasurer.**

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue, as well as future the Agreement opportunities.

Upon approval by the State Treasurer, the Authority will issue the Agreement. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such the Agreement.

**Once approved by the State Treasurer, a Business Entity's Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State Treasurer confirms to the Authority that the intended awardee has an approved Certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.**

Any Business Entity entering into a contract with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the contract or agreement at issue.



**EXHIBIT E**

**STOCKHOLDER / PARTNERSHIP DISCLOSURE STATEMENT**

The undersigned firm name of Proposer, in compliance with Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

<u>Name</u>	<u>Address</u>	<u>Number of Shares of Stock in Corporation or % of Interest in Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that to the best of my knowledge the list of stockholders above is current and correct.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Witnessed by \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT F**

**VENDOR DISCLOSURE FORM**

Please be advised that, the New Jersey Turnpike Authority (the "Authority") has developed this form under the policy and procedures in accordance with N.J.S.A. 52:34-13.2. Under this order, the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Firms seeking to enter into any the Agreement in which services are procured on his behalf must disclose:

- a. The location by country where the services under the contract will be performed;  
and
- b. Any subcontracting of services under the contract and the location by country  
where the subcontracted services will be performed.

LOCATION BY COUNTRY WHERE SERVICES UNDER THIS THE AGREEMENT WILL BE PERFORMED:

**The Contractor** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

**I certify that all information is true and correct to the best of my knowledge.**

Contractor: \_\_\_\_\_ Title: \_\_\_\_\_

## EXHIBIT F-2

### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

#### **PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

**You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT G**

**NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX**

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY\_\_\_\_\_

SIGNATURE\_\_\_\_\_

NAME\_\_\_\_\_

TITLE\_\_\_\_\_

DATE\_\_\_\_\_

**EXHIBIT H**

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF  
POLITICAL CONTRIBUTIONS**

*All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive the Agreements in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)*

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT  
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF \_\_\_\_\_

:SS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_ in the firm of \_\_\_\_\_  
(Name) (Title, Position, etc.)

\_\_\_\_\_, the Proposer making the Submission in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Submission with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of the Agreements in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the contract for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such the Agreement upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT I**

**AFFIDAVIT OF NON-COLLUSION**

STATE OF               :  
                             :  
COUNTY OF         :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed the Agreement; and that all statements in said Proposal are true.
  
2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public the Agreement within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by Authority as to whether Authority should decline to award a the Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public the Agreement within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

Subscribed and sworn to  
before me this       day  
of               , 20\_\_\_\_.

\_\_\_\_\_

## **EXHIBIT J**

### **NJ DIVISION OF REVENUE BUSINESS REGISTRATION**

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-9292.

If you wish to file your application online, you may do so by visiting the following website:  
<http://www.nj.gov/treasury/revenue/forms/njreg.pdf>

## EXHIBIT K

### SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

#### SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration / Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1                      \$0- \$500,000                      \_\_\_\_\_
- SBE CATEGORY 2                      \$500,001 thru \$5,000,000                      \_\_\_\_\_
- SBE CATEGORY 3                      \$5,000,001 thru \$12,000,000                      \_\_\_\_\_
- NOT APPLICABLE                      \_\_\_\_\_

SBE Registration # \_\_\_\_\_

Please check below if applicable

Woman Business Enterprise       \_\_\_\_\_    Minority Business Enterprise \_\_\_\_\_



**EXHIBIT L**

**SMALL BUSINESS ENTERPRISE FORM**

**SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE  
PARTICIPATION**

**SMALL BUSINESS ENTERPRISE FORM  
SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE  
PARTICIPATION**

NAME & ADDRESS OF SBE (SUB)CONSULTANTISUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGEOF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

\_\_\_\_\_  
Consultant (Print Name)

\_\_\_\_\_  
Consultant's SBE Liaison officer (if applicable)

\_\_\_\_\_  
Telephone Number

**All Consultants must complete and submit this form with their RFP, (If no subcontracting involved  
State So.)**

**EXHIBIT N  
DRAFT AGREEMENT**

**This Agreement**, dated as of \_\_\_\_\_, 2013 by and between the **NEW JERSEY TURNPIKE AUTHORITY**, (hereinafter referred to as the “Authority”) a body corporate and politic of the State of New Jersey having its principal office at the Mack Cali Building, 581 Main Street, Woodbridge, NJ 07095 and \_\_\_\_\_, having its principle offices at \_\_\_\_\_ (hereinafter referred to as the “Operator”).

**WITNESSETH:**

**WHEREAS**, the Authority owns a facility at Interchange 8A located at Route 130 and Friendship Road in South Brunswick, New Jersey (the “Facility”), for the purpose of conducting a commuter park and ride operation; and

**WHEREAS**, the Authority requires the services of a company with the adequate staff and experience to operate, maintain and manage the Facility (“Services”), in accordance with the Request for Proposal, dated as of \_\_\_\_\_, 2013 (collectively, with all Addenda (as herein defined), the “RFP”, attached hereto as Exhibit A); and

**WHEREAS**, the Operator is a professional company which is proficient in providing the Services and has submitted to the Authority a written proposal, dated \_\_\_\_\_, 2013 (“Proposal”) in response to the RFP; and

**WHEREAS**, the Operator was invited to, and did make an oral presentation to the Authority on \_\_\_\_\_, 2013 (“Oral Presentation”), following which the Operator was further invited to make a Best and Final Offer ; and

**WHEREAS**, the Authority has relied upon the representations and warranties made by the Operator in its Proposal and Oral Presentation in the selection of the Operator to undertake the scope of Services detailed in the RFP and in this Agreement for management services at the Facility; and

**WHEREAS**, the Operator represents that it possesses the necessary personnel, capability, capacity and experience to undertake the Services required by this Agreement; and

**WHEREAS**, the Authority and the Operator have negotiated the terms and conditions under which the Operator will operate, manage, and maintain the Facility and the Operator represents and warrants that it is ready, willing and able to perform such Services;

**NOW, THEREFORE**, in consideration of the mutual covenants and other good and valuable consideration contained herein, the Authority and Operator agree as follows:

#### **ARTICLE 1. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

#### **ARTICLE 2. DEFINITIONS**

In addition to the terms defined in the recitals and elsewhere in this Agreement and the RFP, the following terms shall be interpreted as follows:

**“ADDENDA” or “ADDENDUM”** means written or email interpretations or revisions to the RFP transmitted to bidders in advance of the opening of proposals.

**“AGREEMENT”** means this contract dated \_\_\_\_\_, 2013 between

the Authority and the Operator for the management services at the Facility, including all Exhibits attached hereto and incorporated herein.

**“APPLICABLE LAW”** means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Body relating to the Authority and/or the Operator and the performance of Services under the terms of this Agreement.

**“AUTHORITY”** means the New Jersey Turnpike Authority as established in accordance with N.J.S.A 27:23-1 et seq., and shall be the members of the Turnpike Authority acting in accordance with said statute.

**“EVENT OF DEFAULT”** means those events set forth in Section 15 of this Agreement, as well as a material breach by Operator of any of its other obligations under this Agreement.

**“EXPENSES”** means all actual, documented costs incurred by Operator to sufficiently staff, operate, maintain and manage the Facility in accordance with the terms of this Agreement.

**“FACILITY”** means the premises owned by the Authority and consisting of a parking lot located at Interchange 8A designated as a park and ride area upon which a terminal is located consisting approximately of: a 1200 square foot waiting area; a 150 square foot ticket office; two 60 square foot bathrooms; a 70 square foot utility/janitor's closet; two 44 square foot entrance booths; and 935 parking spaces. The Facility is further described on the as-built drawing attached hereto as Exhibit B.

**“FORCE MAJEURE”** means any event that is not due to an act or omission of the

Operator or the Authority that materially and adversely delays the performance of any obligations under this Agreement and where the event or the effects of the event could not have been avoided by due diligence and the use of reasonable efforts by the Operator or the Authority. Force Majeure includes, but is not limited to: blockades, rebellions, wars, riots, acts of sabotage, civil commotion, or national strikes. It also includes but is not limited to fires, floods, earthquakes or other cataclysmic natural phenomena, acts of the State in its sovereign capacity or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or a change in law or the failure, or refusal, of any Governmental Body to provide the approvals necessary for either the Authority and/or the Operator to perform their respective obligations in the manner contemplated by the terms of this Agreement.

**“GROSS REVENUES”** means the gross or total amount of all income received by Operator from the collection of bus ticket fees, daily and monthly parking fees and bus egress fees.

**“GOVERNMENTAL BODY”** means each governmental and municipal authority of the United States or of the state of New Jersey or any department, subdivision (political or otherwise), municipality, instrumentality, county, agency, corporation or commission under the direct or indirect control thereof.

**“OPERATOR”** means \_\_\_\_\_, the entity that is a party to this Agreement to provide management services for the Authority at the Facility.

**“PROPOSAL”** means the response submitted by the Operator to the Authority on \_\_\_\_\_, 2013 for the “Request for Proposals for Management Services at

Interchange No. 8A Park-And-Ride Facility, South Brunswick, New Jersey". It also includes within its meaning the Oral Presentation presented by the Operator to the Authority on \_\_\_\_\_, 2013, the materials provided by the Operator to the Authority during that presentation, and the Best and Final Offer presented by the Operator. Attached hereto and incorporated herein as Exhibit C are those sections of the Proposal which the parties have agreed are a part of this Agreement. For the avoidance of doubt, only those portions of the Proposal that are annexed hereto in Exhibit C are part of this Agreement. All other terms, materials and/or statements made in the Proposal are not part of this Agreement, and are expressly superseded hereby.

**"RFP"** means the "Request for Proposals for Management Services at Interchange No. 8A Park-And-Ride Facility, South Brunswick, New Jersey" advertised by the Authority in August, 2013, including the "Response to Inquiries" dated \_\_\_\_\_, 2013, all of which are attached hereto as Exhibit A and are incorporated herein by this reference. These documents are collectively the "RFP".

**"SERVICES"** means the scope of work detailed in Article 4 of this Agreement, in Section III of the RFP attached hereto as Exhibit A, and in the portion of the Proposal attached hereto as Exhibit C, including the furnishing and doing of all things necessary or proper therefore or incidental thereto. If there is any conflict between Section III of Exhibit A and Exhibit C, Exhibit A shall take precedence. However, to the extent that Section III of Exhibit A and Exhibit C may include different or broader descriptions of "Services", the broadest, and most inclusive reading of the Scope of Services in the two Exhibits shall apply.

**"STATE"** means the State of New Jersey.

“**TERM**” means the Initial Term (as defined in Section 6.01) together with any extensions, as provided in Section 6.02.

“**TURNPIKE**” means the facilities known as the New Jersey Turnpike owned and operated by the Authority.

### **ARTICLE 3. INTERPRETATION**

#### **3.01 Order of Precedence**

In the event of a conflict between the terms and conditions of the Agreement, the RFP, the Proposal and any attachments or exhibits hereto, the order of precedence of these documents shall be as follows:

- a) The Agreement
- b) The RFP
- c) The Proposal

#### **3.02 Rules of Interpretation**

In the Agreement, where appropriate:

- a) references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to;
- b) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation";
- c) unless otherwise indicated, references to Sections, Articles, or Exhibits are to this Agreement, references to Articles include all Sections and subsections under the reference, references to Sections include all subsections under the reference, and references to all subsections include all sub-subsections;

d) words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings;

e) references to persons include their respective successors and assigns and in the case of governmental persons, include persons succeeding to their respective functions and capacities;

f) words of any gender used herein shall include the other gender where appropriate; and

g) the headings of the Articles, Sections and Subsections herein are intended for convenience of reference only and shall not be deemed part of the Agreement or considered in interpreting the meaning of the Agreement.

#### **ARTICLE 4. DUTIES AND RESPONSIBILITIES OF OPERATOR**

##### **4.01 The Scope of Services**

a) The Services to be performed pursuant to this Agreement are described in this Agreement, in Section III of the RFP attached hereto as Exhibit A, and in those portions of the Proposal attached hereto as Exhibit C. However, the description of Services, is intended to be general in nature and should not be construed to be a complete description of the Services to be performed by the Operator or a limitation of the Services to be provided by the Operator pursuant to this Agreement. Should any incidental services be required to operate or maintain the Facility that are not specifically set forth herein or in Exhibits A or C, but which are nevertheless necessary for the proper operation of the Facility, then such incidental services shall be performed as if it were fully described and delineated herein without further consideration.

b) In the event that the Authority deems that any additional, non-incidental services are necessary for the proper operation and maintenance of the



Facility, the Authority and the Operator shall engage in good faith negotiations to determine the scope of additional non-incidental services to be performed and the amount of additional compensation, if any, that may be required for the additional non-incidental services. If the Authority and the Operator cannot agree on such compensation, the Operator shall not be required to perform the additional, non-incidental services and the Authority may, at its sole option, terminate this Agreement upon thirty (30) days prior written notice to the Operator.

c) The Operator shall be responsible for all repairs and maintenance of the Facility as specified in Section III of the RFP attached hereto as Exhibit A.

#### **4.02 Use of Facility**

a) The Facility shall be used by Operator solely for the purpose of operating, managing, and maintaining a commuter park-and-ride facility and designated miscellaneous services as set forth in Section III of the RFP attached hereto as Exhibit A and for no other purpose. The Operator may not use the Facility, nor may the Operator permit any Licensee to use the Facility, for any purpose which is unlawful, disreputable, hazardous to patrons or hazardous to the general public.

b) Any licensee that is authorized by the Operator, in accordance with the terms of this Agreement, to access and use the Facility for the purpose of providing bus services to patrons of the Facility ("Licensee") shall be required to execute the Facilities License Agreement attached hereto as Exhibit D. A copy of each fully executed Facilities License Agreement shall be sent to the Authority within 5 business days of execution. The Authority shall have the right to terminate any Facilities License Agreement upon 30 days' notice to Operator and Licensee.

#### **4.03 Standard of Performance**

a) The Operator shall perform all Services required of it under the terms and conditions of this Agreement with that degree of skill, care, and diligence normally exercised by professionals or skilled workers performing services in projects of a scope, nature, purpose and magnitude comparable to the Services provided for herein. Without limiting the foregoing, the Operator covenants that at all times hereunder it shall (i) maintain the proper licenses and rights to perform the Services and operate the Facility; (ii) diligently and timely provide the Services in a professional and workmanlike manner in accordance with the highest industry standards; (iii) perform the Services and operate the Facility in compliance with all applicable local, city, state, and federal laws, rules and regulations including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and shall remain in compliance during the Term ; (iv) be in compliance with all applicable affirmative action laws and regulations, including but not limited to Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Jobs for Veterans Act of 2003, and Section 503 of the Rehabilitation Act of 1973; (v) maintain adequate safety standards and protocols and that employees, contractors, agents or other personnel performing Services on Operator's behalf (collectively, "Personnel") shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (vi) instruct its Personnel in any safety standards and protocols promulgated by the Authority, and that its Personnel shall follow such standards and protocols; (vii) hire only Personnel that have the necessary experience, qualifications, knowledge,

competency and skill set necessary to perform the Services pursuant to this Agreement; (viii) and shall cause its Personnel to conduct themselves with the commuting public in a courteous and professional manner at all times; and (ix) properly screen its Personnel performing the Services to confirm that they are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable.

b) The Operator shall, at all times, act in the best interest of the Authority consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement. The Operator shall perform all Services under this Agreement to the reasonable satisfaction of the Authority. The Operator, in executing this Agreement, accepts the relationship of trust and confidence established herein between it and the Authority. The Operator covenants with the Authority to furnish its best skill and judgment and to cooperate with the officials, employees, and agents of the Authority in furthering the interests of the Authority. The Operator agrees to furnish efficient business administration and superintendence and to use its best efforts to perform the Services in an expeditious and economical manner consistent with the interests of the Authority.

c) The Operator shall perform or cause to be performed all Services required by this Agreement. All Services to be performed by or on behalf of the Operator that require the exercise of professional skills or judgment, (such as licensed contractors, and licensed professional engineers), shall be accomplished by professionals qualified and competent in the applicable discipline in the State of New Jersey. The Operator shall remain responsible for the professional and technical accuracy of all Services furnished, whether by the Operator, its Personnel, its subcontractors, and/or others on the Operator's behalf. Regardless of any subcontractors used by Operator, Operator shall remain primarily responsible for the performance of its Services hereunder. Further, Operator shall cause all subcontractors to abide by, and accept the terms of, this Agreement, including without limitation, the indemnity and insurance requirements.

#### **4.04 Covenants by Operator**

a) Without limiting the terms of, and in addition to, the standards and covenants contained in Section 4.03, above, Operator further agrees and covenants that it shall not:

1) Make any alterations, additions or improvements in, to or about the Facility nor install or attach to the Facility any climate regulation, air conditioning cooling, heating or sprinkler systems, heavy equipment, apparatus or fixtures, unless it has received the prior written consent of the Authority; and Authority has approved the construction contract therefor;

2) Do anything or permit anything to be done in or near the Facility, which may interfere with the effectiveness or accessibility of any sprinkler system, alarm system, fire hydrants, or which may increase the rate of fire insurance on the Facility above the current rate;

3) Permit the accumulation of waste or refuse matter in or near the Facility except in containers provided therefore;

4) Mortgage, hypothecate, pledge or encumber this Agreement or the Facility in whole or in part;

5) Permit any signs, lettering or advertising matter to be erected or attached to the Facility, unless it has received the prior written consent of the Authority;

6) Encumber or obstruct any traffic lanes or access ways to the Facility, or permit or cause same to be encumbered or obstructed;

7) Over subscribe the parking lot. The number of vehicles permitted to park in the Facility shall not exceed the 935 parking spaces available for use. In the

event the number of vehicles parked at the Facility exceeds the number of vehicles permitted to park, the Authority shall send the Operator a Notice of Default pursuant to Article 15 of this Agreement. If the default is not cured within ten (10) days of receipt of the Notice of Default, the Authority shall have the right to terminate this Agreement in accordance with the provisions of Article 15 hereof;

8) Operate, repair or manage the Facility in a manner that causes any fine or penalty to be levied by any Governmental Body with jurisdiction over the Facility. In the event that any fine or penalty is levied due to the action or inaction of the Operator relative to the Scope of Services established herein, and the Authority is obligated to pay said fine or penalty, then the Operator shall promptly reimburse the Authority for same. This obligation to reimburse the Authority shall survive the termination of this Agreement;

9) Interfere with or prohibit the use of the Facility by any persons or entities not utilizing the commuter bus services contemplated herein, such as private commuter car pools or existing or future common carriers that have been provided with authorized access to the Facility by the Authority;

10) Allow patrons or any other persons or entities to park at the Facility outside of the hours of operation of the park and ride facility. The Operator shall strictly adhere to and enforce against each of its patrons and any and all other persons, the hours of operation applicable to the Facility. Parking in the Facility shall be limited to the period from 4:00 AM to Midnight, Monday through Friday;

11) Allow or permit the fueling or re-fueling of buses, or the repair or maintenance of buses at the Facility, except in the event of an emergency where an

inoperable or stalled bus is blocking through lanes or traffic exits and the repairs or maintenance are essential to move the bus out of the through lanes or traffic exits;

12) Transfer, assign or convey its obligations under this Agreement without the prior written consent of the Authority, which may be withheld in the Authority's sole discretion. In the event that such a transfer, assignment or conveyance is contemplated, the Operator shall, prior to any such transfer, assignment or conveyance, provide written notice thereof to the Authority, together with written confirmation that the Operator's obligations are not (and will not be) adversely affected, and that the credit worthiness of the new entity is at least equal to that of the Operator. Such notice shall be accompanied by documentation (in form and content reasonably satisfactory to the Authority) that supports the foregoing conclusions concerning the financial strength of the new entity and its ability to perform all of the Operator's obligations hereunder without modification or diminution; or

13) Enter into a merger or other business relationship, without the prior written consent of the Authority, if that merger or other business relationship will result in a change in the control of the Operator, unless the other company (as of the date of the merger or initiation of the other business relationship) (i) has no material liabilities as evidenced by documentation submitted to, and satisfactory to, Authority, and (ii) assumes all of the Operator's obligations under the terms of this Agreement.

b) Operator agrees that it shall:

1) Maintain separate accounting records regarding the Facility, including bus utilization levels and parking space utilization as required by Section III of the RFP attached hereto as Exhibit A, and as described in Section 10.03 of this

Agreement.

2) Provide the Authority with (i) information, whether or not publicly available, (ii) notice of any events that have occurred or are anticipated to occur, (iii) the filing of any litigation or notice of any threatened litigation, or other such proceeding, whether before a court, tribunal, arbitration panel, agency or otherwise, in each instance concerning any material adverse change in the fiscal or operating condition of the Operator within fifteen (15) days of its occurrence or knowledge of same.

3) Provide the Authority with prompt notice of any material litigation or threatened litigation or claims involving the Operator that may affect the Operator's ability to perform its obligations pursuant to this Agreement or with respect to the Facility or the transactions contemplated by the terms of this Agreement.

4) Provide the Authority with a performance bond in the sum of \$100,000.00 as required by Section V of the RFP, and in the form of Exhibit E annexed hereto, to insure the faithful performance of its obligations herein. In the event of the insolvency of the Surety, the Operator shall promptly furnish and maintain a replacement performance bond in a form acceptable to the Authority.

#### **4.05 Representations by Operator**

a) The Operator is a duly organized and validly existing limited liability corporation in good standing in the state in which it is incorporated, and duly authorized to transact business in the State.

b) The Operator has full corporate power and authority to enter into this Agreement and to perform the duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Operator and the authorization,

execution, delivery and performance of this Agreement by the Operator will not violate any law, judgment, order, ruling or regulation applicable to the Operator and does not constitute a breach or default of any agreement or instrument by which the Operator is bound.

c) The Operator holds, and will continue to hold throughout the Term all approvals, licenses, permits, and certifications necessary to operate, maintain, manage and repair the Facility in accordance with the terms and provisions of this Agreement, and shall employ sufficient number of duly competent and experienced personnel on its staff who have direct experience in operating, maintaining, managing and repairing facilities similar in nature and character to the Facility.

d) No litigation is pending or threatened (or reasonably foreseeable) against the Operator that would impair its ability to perform its duties and obligations under this Agreement.

e) At all times during the Term, the Operator shall keep the Facility and all components thereof free from any and all liens and encumbrances arising out of or in connection with its operation, maintenance, management and repair of the Facility or any acts, omissions or debts of the Operator, its parents, any of its subsidiaries, or any of its subcontractors.

## **ARTICLE 5. CONDITION OF THE FACILITY**

### **5.01 Condition of the Facility**

The Operator, upon execution of this Agreement, shall assume operational control and maintenance of the Facility. Prior to submitting its Proposal and executing this Agreement, the Operator has examined the Facility, including all facilities, furniture, and appliances, and is satisfied with its present condition. The Operator, by executing this Agreement, accepts the Facility in its "as-is" condition. The Authority makes, no



warranty, either express or implied, as to the condition of the Facility or that the Facility will be suitable for the Operator's purposes or needs.

#### **5.02 Improvements by the Operator**

(a) All improvements, alterations, and additions made by the Operator to the Facility with the prior written consent of the Authority, as required by Section 4.04, shall become the property of the Authority upon installation.

(b) The Operator shall, at its expense, remove from the Facility all of its personal property and such improvements, which have been installed by the Operator, as the Authority directs the Operator to remove, not later than the last day of the Term.

(c) The Operator shall repair any damage done by it or which occurs in connection with the installation or removal of such improvements at the Facility at its sole cost and expense.

(d) Any equipment, fixtures, goods or other property of the Operator, not removed by the Operator upon the termination of this Agreement, or upon any quitting, vacating or abandoning the Facility by the Operator, or upon the termination of the Agreement, shall be considered abandoned by the Operator and the Authority shall have the right, without any notice to the Operator, to convert same for the Authority's use, or to sell or otherwise dispose of same, at the sole expense of the Operator, and the Authority shall not be accountable to the Operator for any part of the proceeds of such sale, if any. Operator shall be liable to Authority for all costs incurred by Authority to remove and/or dispose of same.

#### **5.03 Cessation of Use**

a) Upon the date of the cessation of this Agreement, whether by termination, expiration or otherwise, the Operator covenants and agrees to yield and

deliver peaceably to the Authority the possession of the Facility, promptly and in good condition. The Operator shall cooperate with the Authority, as may be required, to insure a smooth and orderly transition of the Facility to another Operator.

b) Upon the termination of this Agreement for any reason whatsoever, the Authority shall have the right to recover all equipment, material or supplies that are the property of the Authority that have been entrusted to the Operator for the performance of Services contemplated by this Agreement.

## **ARTICLE 6. TERM OF AGREEMENT.**

### **6.01 Term**

This Agreement is for a term of three (3) years (the "Initial Term"). The Initial Term of this Agreement shall commence on \_\_\_\_\_, 2013 and shall expire at midnight on \_\_\_\_\_, 2016, unless earlier terminated pursuant to the Agreement or pursuant to law, or otherwise extended as provided herein.

### **6.02 Extension Option**

This Agreement may be extended for an additional two, one-year renewal periods at the option of the Authority, by providing written notice to the Operator at least sixty (60) days prior to the expiration of the then current term of the Agreement of the Authority's intent to extend this Agreement, under the same terms and conditions as provided herein. Each renewal period (if any) together with the Initial Term shall be referred to herein as the "Term".

### **6.03 Termination**

This Agreement may be terminated by the Authority prior to the expiration of the Term (i) upon an Event of Default, subject to any cure period if applicable, or (ii) upon

thirty (30) days' written notice to the Operator for the convenience of the Authority.

## **ARTICLE 7. PAYMENTS AND COMPENSATION**

### **7.01 Payments**

a) Throughout the Term, Operator shall pay the Authority an annual license fee of \$\_\_\_\_\_ for the use of the Facility (the "Annual License Fee"). This Annual License Fee shall be paid to the Authority in twelve (12) equal monthly installments, of \$\_\_\_\_\_ due on the first day of each month (the "Monthly Installment"). The first Monthly Installment will be due on \_\_\_\_\_, 2013.

b) All payments required hereunder shall be made by mail to the New Jersey Turnpike Authority, Department of Finance, P.O. Box 5042, Woodbridge, New Jersey 07095.

### **7.02 Late Fees**

In the event that the Operator tenders payment of the monthly installment more than ten (10) business days after the due date as provided herein, the Operator shall pay, together with such monthly installment, a late charge equal to 5% of the amount of the monthly installment and an additional late charge of 5% of the amount of the monthly installment for each subsequent ten (10) day period, or portion thereof, that such monthly installment remains unpaid. If payment of the monthly installment (including any applicable late fee) is not made by the Operator, the Authority shall send the Operator a Notice of Default pursuant to Section 15.01(a) of this Agreement. If the Default is not cured within ten (10) days of receipt of the Notice of Default, the Authority may terminate this Agreement in accordance with the provisions of Section 15.02 herein.

### **7.03 Operator's Compensation**

Notwithstanding the obligation of the Operator to pay the Annual License Fee in twelve equal Monthly Installments as required by Section 7.01 hereof, the Operator may retain as its compensation the fees derived from duly executed Facility License Agreements in the form attached hereto as Exhibit D. These fees collected from Licensees for access to the Facility ("Bus Egress Fees"), parking fees collected from vehicles entering the parking lot ("Parking Fees"), and other fees collected from the use of vending machines shall collectively be known as the "Operator's Compensation." The Bus Egress Fees and the Parking Fees that the Operator is authorized to charge are set forth in Section III of the RFP, attached hereto as Exhibit A. The Authority reserves the sole right to increase the Operator's Compensation, and in no event will Operator increase the Bus Egress Fee or Parking Fees without Authority's prior written consent, which may be withheld in the Authority's sole discretion. If the Authority increases the Operator's Compensation at the Facility, the annual license fee payable by the Operator to the Authority shall be subject to a comparable increase over and above the previous year's license fee and will be effective the first day of the month that such increased Operator's Compensation shall take effect. By way of example, only, if the Operator's Compensation increases by three (3) percent, then the annual license fee due from Operator to the Authority for that same period will also increase by three (3) percent. The increased monthly installment shall be paid by the Operator to the Authority in accordance with the payment terms and as outlined in Section 7.01.

### **7.04 Security Deposit**

The Operator shall pay the Authority, on the date of execution of this Agreement, a

security deposit of \$10,000.00 which shall be deposited into a non-interest bearing account of the Authority to secure the performance of the Services, or the payment of fines or penalties or damages or fees due from the Operator. Any part of the security deposit that is used to reimburse the Authority for unpaid fines, penalties, damages, fees or other costs hereunder shall be immediately replenished by the Operator. If the Operator fails to replenish the security deposit in accordance with the preceding sentence, the same shall be deemed an “Event of Default” hereunder. Any unused portion of the security deposit will be returned to the Operator at the termination of the Agreement.

#### **7.05 Reimbursement to Authority**

If the Authority pays any sum or sums or incurs any obligation or expense which the Operator has agreed to pay or, reimburse the Authority for, or if the Authority is required or elects to pay any sum or incurs any obligation or expense by reason of the failure, neglect or refusal of the Operator to perform or fulfill any one or more of the conditions, covenant or obligations contained in this Agreement or as a result of an act or omission of the Operator contrary to the said conditions, covenants and obligations, the Operator agrees to pay the sum(s) so paid or the expense(s) so incurred, including all interest, costs, damages and penalties. In order for the Authority to receive reimbursement from the Operator, the Authority must, prior to payment of any such sum, provide notice to the Operator that such sums are outstanding. The Operator shall have 10 days from receipt of said notice to pay the sum demanded. If the Operator fails to pay the sum demanded, the Authority may pursue all legal and contractual remedies, including but not limited to issuing a Notice of Default, electing to use the Operator’s

security deposit, or pursuing the Operator's performance bond. At the Authority's option, the sums owed may be added to any Monthly Installment of the Annual License Fee thereafter due hereunder, in lump sum or partial payments, and each and every part of the same may become additional fees, at the Authority's option, recoverable by the Authority in the same manner and with like remedies as if it were originally part of the Annual License Fee payable in accordance with Section 7.01. This Section shall not be deemed to limit any other remedies provided herein.

#### **ARTICLE 8. OPERATING NAMES**

Any name, designation or service mark proposed for use or display at the Facility or for the Operator's Services at the Facility shall be approved in advance in writing by the Authority and the Operator shall have the right to use and display the name, designation or service mark only so long as this Agreement is in force and effect. If for any reason the Operator ceases its operation at the Facility, the Operator's right to use such name, designation or service mark shall immediately cease and the Authority or its designee shall have the sole right, at no cost, to use such name, designation or service mark and the Operator hereby consents to such use thereof. Any registration or filing by the Operator with respect to such name, designation or service mark shall indicate the Authority's interest therein and the form thereof shall be approved in advance by the Authority in writing. The Operator agrees to assign and transfer to the Authority any such registration or filing and any other rights in or to the use of such name, designation or service mark promptly upon written request therefore from the Authority at no cost to the Authority. Nothing contained herein is intended to apply to the continuing use by the Operator of its customary name (including \_\_\_\_\_), or Operator's

designation or service mark used elsewhere in its operations prior to the making of this Agreement.

## **ARTICLE 9. INSPECTION BY THE AUTHORITY; NON-INTERFERENCE**

### **9.01 Inspection and Entry by the Authority**

Operator agrees that the Authority and Authority's, agents, employees, or other representatives, shall have the right to enter into and upon the Facility, or any part thereof, at all reasonable hours for the purpose of inspecting the Facility or making repairs or alterations as may be necessary for the safety and preservation of the Facility. This Section shall not be construed to create an obligation on the part of the Authority to make any such inspections, repairs or alterations, and if the Authority makes any such repairs and/or alterations, Operator shall reimburse the Authority for same within thirty (30) days of receipt of Authority's documented demand for same.

### **9.02 Non- Interference**

a) The Operator and its employees, agents and contractors shall operate and use the Facility in a careful, safe and orderly manner so as not to interfere in any way with the maintenance, operation or business of the Authority or its subsidiaries, licensees, agents or contractors or with any structures or facilities appurtenant to the business of the Authority.

b) The Authority and its employees, agents and contractors shall not interfere with the operation or maintenance of the Facility or any other Services performed by the Operator at the Facility, without providing prior written notice to the Operator, except in case of emergency when no prior written notice shall be required.

c) The parties acknowledge and agree that the Authority reserves the right,

in its sole discretion, in order to protect the Authority's interest and the public-at-large to control, direct and supervise all operations of the Park-and-Ride Facility, including the traffic flow of all buses and passenger vehicles and the passenger loading thereon and unloading therefrom.

d) Further, and without limiting (c) above, the Authority reserves the right to close or otherwise limit access to the Facility due to safety concerns or emergency situations, in which event the Authority will have the right to lock or otherwise prevent access to the Facility and prohibit or otherwise limit Operator and its customers any and all access thereto with or without notice. In such event, the Authority will have no liability to the Operator or its customers for any lost profits, damages, or otherwise.

## **ARTICLE 10. OPERATOR'S ORGANIZATION.**

### **10.01 General Warranty**

The Operator warrants and represents that it is financially responsible and experienced in and competent to perform the type of work required hereunder. The Operator further warrants and represents that it is familiar with all applicable laws, ordinances, and regulations, and with the content of this Agreement and all documents referred to herein, and the nature of the Services to be provided and with all other circumstances and conditions pertinent to the performance of its obligations hereunder.

### **10.02 Personnel**

a) The Operator shall hire and employ competent employees in a sufficient number to perform the Services in a professional, neat, clean and orderly manner, and shall adopt methods and procedures so as to keep the Facility in a neat and orderly condition.



b) The Operator shall furnish to the Authority an integrated organization chart containing the names of key personnel that will work at the Facility or manage the Services (the “Key Persons”). The organization chart shall include the allocation of key employees to specific tasks. The Operator shall provide the Authority with a revised organization chart and professional biographies whenever it makes changes to the organization chart or to the employees assigned to provide the services. The Authority, in its sole discretion, may request that key personnel appear for an oral interview prior to receiving the Authority’s approval to work at the Facility. Prior to assigning or changing personnel or functions within the organization chart, the Operator must receive written approval from the Authority. All persons employed by Operator to perform the Services shall at all times be and remain employees of Operator. Operator shall be solely responsible for compliance with all employment related laws, and shall be solely responsible for all payroll, withholding, health benefits and all other benefits.

c) The Operator shall furnish to the Authority, within seven (7) working days, after notification to the Authority that a Key Person is unable to continue performance, the name of the person proposed to be substituted for the person unable to continue, together with a professional biography and any additional information the Authority may require to judge the experience and competence of the proposed substitute person. The Authority must approve the proposed substitute person prior to that proposed person assuming that position.

d) In the event that, in the opinion of the Authority, the performance of any personnel of the Operator is unacceptable or that the performance of any personnel of any Licensee, which has entered into a Facilities License Agreement for the use of the

Facility, is unacceptable, after notice to the Operator of the unacceptable performance, such person(s) shall cease to be assigned to the Facility. The Operator shall remove personnel within fifteen (15) days after receipt of notice from the Authority.

e) The continued assignment by the Operator or any Licensee, after notice by the Authority, of any employee not properly qualified, or found to be completing the Services in an unsatisfactory manner or contrary to the specifications, or who is disorderly, or who shall work in any unsafe manner shall be cause for termination of this Agreement or of any Facility License Agreement by the Authority. The Division Manager, Patron Services, shall be immediately notified in writing of the termination of any Key Personnel of the Operator, regardless of the reason for such action.

#### **10.03 Accounting and records**

a) The Operator shall set up, keep, and maintain in accordance with generally accepted accounting principles (GAAP) during the Term and for seven (7) years after expiration, termination, or revocation date thereof, records, payroll records and books of account (including records of original entry and daily forms) recording all transactions of the Operator at, through, or in any way connected with or related to the operation of the Facility, including but not limited to, expenses associated with the operation and maintenance of the Facility, and all matters relating to the charges payable to the Authority or collected by the Operator, including without limitation, all Facility License Agreements, Parking Fees, Bus Egress Fees, and such additional information as the Authority may from time to time require. The Operator shall permit, during ordinary business hours during the Term and for seven (7) years thereafter, the

examination and audit by the officers, employees and representatives of the Authority of such records and books of account of the Operator.

b) Any sales tax imposed upon and added to the retail price of services collected by the Operator shall be excluded from Gross Revenues reported to the Authority.

c) The Operator shall furnish to the Authority monthly detailed unaudited reports of Gross Revenues and Expenses for the previous month, the components thereof to include but not be limited to the number of sales of daily and monthly parking passes and bus egress fees collected. The report shall be in a format that is acceptable to the Authority and submitted by the 20<sup>th</sup> day of the following month.

d) Within sixty (60) days after each year of operation, the Operator shall furnish to the Authority a statement of Gross Revenues and Expenses from the Services at the Facility certified by its Chief Financial Officer or Certified Public Accountant.

Where practical, all of the foregoing records shall be maintained in a location situated in the State of New Jersey. If any of the records are maintained outside that location, Operator may send copies of same to a suitable location in New Jersey within a reasonable time period following a request by the Authority. If the Authority's auditor wishes to inspect original records maintained outside the State of New Jersey, the Operator at its option, may have same delivered to its offices within the State of New Jersey or may pay the reasonable cost of the auditor's travel to the location where the records are maintained.

#### **ARTICLE 11. LIABILITY.**

### **11.01 Indemnification**

a) The Operator agrees to defend, indemnify, save and hold harmless the Authority, its officers, commissioners, directors, employees and agents (the “Indemnified Parties”) and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney’s fees and costs and court costs) (collectively “Liabilities”) including, without implied limitations, liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Operator or the Authority), resulting from the use or occupancy of the Facility by Operator or any Licensee, the Operator’s performance of the Services, or resulting from any act or omission or from the willful misconduct of the Operator, Licensee or of any of their officers, agents, subcontractors or employees that arise out of or are in any manner related to the subject matter of this Agreement. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

b) The Operator hereby covenants and agrees to indemnify the Indemnified Parties against all loss of money or other property, real or personal, belonging to the Authority, or in which the Authority has a pecuniary interest, or for which the Authority is legally liable, or which is held by the Authority in any capacity whether the Authority is legally liable therefore or not, occasioned through robbery, burglary, theft, larceny, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, negligent loss, mysterious disappearance or destruction, or

fraudulent or otherwise dishonest act or acts, committed by any one or more of the officers, employees or agents of the Operator, acting alone, directly or in collusion with others, during the effective period of this Agreement.

**11.02 Non-Liability of Authority**

a) The Authority shall not be liable for (and the Operator shall make no claim for) any property damage or personal injury which may be sustained by Operator or any other person as direct or indirect consequence, or in any way arising out of the Operator's performance of its obligations hereunder, including but not limited its obligations to maintain or repair the Facility or any portion thereof, in accordance with this Agreement, and in particular, Section III of the RFP attached hereto as Exhibit A; by reason of the weather conditions; resulting from the carelessness, negligence or improper conduct on the part of the Operator, any tenants, and/or any agents, employees, guests, licensees, invitees, subtenants, assignees or successors of the Operator; or attributable to any interference with, interruption of or failure, beyond the control of the Authority.

b) The Operator shall give the Authority prompt written notice of the occurrence of any event that may give rise to a claim pursuant to this Article. The Operator shall indemnify the Authority from any expenses (including legal fees), loss, liability or damages suffered or incurred in connection with the matters referred to in this Article.

c) The Operator assumes full responsibility for the all equipment employed in performing Services hereunder and agrees to make no claims against the Authority for damages to such equipment from any cause whatsoever.

### **11.03 Personal Liability**

Neither the members of the Authority nor any officer, commissioner, director, agent, or employee thereof, shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach thereof.

### **11.04 Liability of Operator**

Neither the requirements of the Authority under this Agreement, nor approval of the Authority of the methods of furnishing Services hereunder, nor the failure of the Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing Services hereunder, nor the failure of the Authority to direct the Operator to take any particular precautions or to refrain from doing any particular thing shall relieve the Operator of its liability for injuries to persons or damage to property arising out of its operations.

### **11.05 Force Majeure**

Neither the Operator nor the Authority shall be liable to each other for any failure or delay in the performance of any obligation under the terms of this Agreement (including without limitation, any payments, credits or adjustments) due to the occurrence of an event of Force Majeure and no Event of Default shall arise from such failure or delay. The Party whose performance under this Agreement has been affected by the occurrence of an event of Force Majeure shall provide prompt written notice of the cessation of such event of Force Majeure to the other Party. Whenever an event of Force Majeure shall occur, the party claiming to be adversely affected thereby shall, as quickly as possible, use reasonable efforts to eliminate the cause therefore, reduce

costs and resume performance under the terms of this Agreement. If the Force Majeure event continues for more than thirty (30) days, then the Authority shall have the right to terminate this Agreement on written notice to Operator, with no liability to Operator for lost anticipated profits, damages, or otherwise.

## **ARTICLE 12. INSURANCE**

The Operator shall at all times comply with the insurance requirements set forth in Section V of the RFP.

## **ARTICLE 13. COMPLIANCE BY AUTHORITY AND OPERATOR.**

### **13.01 Compliance with Applicable Law**

The Operator shall observe and comply with all Applicable Laws that affect the management, operation and maintenance of the Facility and the operation of Services at the Facility. The Operator shall comply with, and shall use its best efforts to ensure that all Licensees comply with, all Interstate Commerce Commission (“ICC”) laws, rules, regulations, orders, and directives, including without limitation, licensing and rate filing requirements. The Operator shall also comply with, and shall use its best efforts to cause all Licensees to comply with, any other law, rule, regulation, order or directive of any other governmental entity charged with the responsibility and authority to regulate transportation. The Operator shall terminate the Facilities License Agreement of any Licensee that fails to comply with the terms of this Agreement and/or the Facilities License Agreement, subject to any applicable notice and/or cure periods prescribed herein and/or in the Facilities License Agreement.

### **13.02 Zoning**

The Authority shall obtain at its cost and expense any zoning permit or certificate of occupancy or any permit, approval or certificate necessary to permit the use of the Facility, as provided for herein, prior to the commencement of this Agreement and shall maintain or renew such permits as required by Applicable Law and shall, if requested, provide the Operator with copies of any such permit or certificate.

### **13.03 Permits and Licenses**

The Operator shall procure any and all required permits, licenses, and approvals, pay all charges and fees therefore, and shall give all notices necessary pursuant to Applicable Law and incidental to the due and lawful prosecution of the Services. The Operator shall provide copies of all required permits, licenses, and approvals to the Authority upon receipt of same by the Operator. The Operator shall ensure that all Licensees have procured all required permits, licenses and governmental approvals pursuant to Applicable Law and have provided proof of same to the Operator, and shall so certify to the Authority within 5 business days of the execution of any Facilities License Agreement.



#### **13.04 Code of Ethics**

The Operator is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, and the Operator hereby confirms that it has received a copy of said Code. By entering into this Agreement, the Operator agrees to be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

#### **13.05 Affirmative Action and Equal Employment Opportunity**

The Operator agrees and covenants that it does not, nor will it at any time during the Term, discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not and will not at any time during the Term discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familiar status and affectation or sexual orientation or handicap.

In addition, the Operator agrees to complete the appropriate forms attached as follows:

- (a) Mandatory Affirmative Action Language; and
- (b) AA-302 form State of New Jersey Affirmative Action Employee Information Report

However, if the Operator maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the AA-302 form. The Operator acknowledges that the obligations of this Article and Section II(P) of the RFP

are the continuing obligation of the Operator and its contractors or subcontractors for the duration of this Agreement and any extension.

#### **13.06 Other Continuing Obligations of the Operator**

The Operator acknowledges the continuing nature of the obligations imposed upon it by Section II of the RFP, specifically its continuing obligations to comply with the requirements set forth in Section II(Q) – Small Business Enterprise Requirements; Section II(R) – Division of Revenue Registration; Section II(S) State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117; and Section II(T) Affidavit of Moral Integrity.

#### **ARTICLE 14. DISPUTES.**

In the event of a difference of opinion between the Authority and the Operator as to the interpretation of any term or, condition or this Agreement or any obligations hereunder, the Operator shall submit the question to the Authority's General Counsel in writing for decision. The General Counsel will ascertain the facts involved and will render a decision in writing. The General Counsel's decision shall become a legally binding part of this Agreement.

#### **ARTICLE 15. DEFAULT AND REMEDIES**

##### **15.01 Events of Default**

The following shall constitute an Event of Default under this Agreement:

a) The Operator has defaulted in the payment of any fees or any other charge payable hereunder by the Operator to the Authority on any date upon which the same becomes due, and such default has continued for ten (10) days after the Authority has given to the Operator a written Notice of Default;

b) The persistent and repeated failure by the Operator to: make payment or issue reimbursement of any fees to the Authority, or to operate, maintain, manage, and/or repair the Facility in accordance with the terms and provisions of this Agreement, or its obligations and duties created hereunder and/or by Applicable Law;

c) The Operator has defaulted in the due keeping, observing or performing of any covenant, agreement, term, provision or condition of Section 4.02 (Use of Facility), Section 11.01 (Indemnification), Section 11.03 (Personal Liability) or Article 12 (Insurance) herein on the part of the Operator to be kept, observed or performed and such default has continued and has not been remedied by the Operator within forty-eight (48) hours after the Authority has given to the Operator a written notice specifying the same;

d) The Operator has defaulted in the due keeping, observing or performing of any covenant, agreement, term, provision or condition of this Agreement on the part of the Operator to be kept, observed or performed (other than a default of the character referred to in clauses (a), (b) and (c) of this Section), or if the Operator has violated any Applicable Law of the United States or the State of New Jersey, and such default has continued and has not been remedied by the Operator within ten (10) days after Authority has given to the Operator a written notice specifying the same; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such ten (10) day period, shall not give rise to the Authority's right to terminate this Agreement as provided herein, if the Operator commences diligent efforts to remedy such failure within such ten (10) day period and the failure is diligently pursued until the failure is remedied, provided that in no event

shall such cure period continue beyond thirty (30) days from the Authority's initial notice absent express approval from Authority. Further if notwithstanding Operator's diligent efforts the breach has not been remedied within thirty (30) days, then the Authority may terminate the Agreement for cause as herein provided;

e) The Operator has abandoned, deserted, vacated or discontinued its operations at the Facility for any reason whatsoever;

f) The Operator is adjudicated a bankrupt, insolvent or is placed in receivership, or should proceedings be instituted by or against the Operator for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Agreement or the estate of the Operator hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law and/or such proceeding is not terminated or discharged within 60 days;

g) If any representation and/or warranty made by the Operator shall prove to be false and/or misleading in any material respect and the legality of this Agreement or the ability of the Operator to carry out its duties and obligations under this Agreement is thereby adversely affected.

#### **15.02 Remedies**

Whenever an Event of Default has occurred and is continuing, the Authority may, at its option, immediately and without prior notice of such Event of Default, except if notice is otherwise required herein, invoke any or all of the following remedies together with any other remedies available at law or in equity:

a) The right to terminate this Agreement;

b) The right to specific performance, an injunction or any other appropriate equitable remedy;

c) The right to seek money damages from a court of competent jurisdiction;

d) The right to use all or part of the security deposit submitted by the Operator to reimburse the Authority for unpaid fees or any other costs or damages;

e) The right by force or otherwise, to re-enter the Facility to have and again possess and enjoy, without being liable for prosecution therefore or for damages;

f) The right to replace the Operator as the manager and operator of the Facility; and/or

g) The right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise without liability for damages.

Nothing contained herein shall be construed as limiting or precluding the recovery by Authority against the Operator of any sums or damages to which the Authority may lawfully be entitled by reason of any default hereunder on the part of the Operator.

#### **15.03 Remedies Cumulative; Non-Waiver by Authority**

a) The various rights, remedies, options and elections of Authority, expressed herein, are cumulative, and the failure of the Authority to enforce strict performance by the Operator of the condition and covenants of this Agreement to exercise any election or option or to resort or have recourse to any remedy herein conferred, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment of any present or future right of the Authority to enforce the strict performance of any such conditions and covenants or the recourse to any remedy, option or election herein, rather, same shall continue in full force and effect.

b) No acceptance by the Authority of fees, charges or other payments in whole or in part for any period or periods after a default of any term, condition, covenant or condition under this Agreement, shall be deemed a waiver of any right on the part of the Authority to terminate the Agreement.

c) No waiver by the Authority of any default on the part of the Operator in performance of any of the terms, covenants or conditions hereof to be

performed, kept or observed by the Operator shall be or be construed to be a waiver by the Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions of this Agreement.

#### **15.04 Forfeiture**

If the Operator or any agents of the Operator, employees, or representatives shall give, offer to give or promise to give or pay, either directly or indirectly, any money, property, entertainment, or other valuable thing to secure the award or execution of this Agreement, to any employee of the Authority, or to any agents of the State for any reason, purpose, cause, or as an indictment, bribe or required for doing or omitting to do any act, or for showing any favor or disfavor in relation to the Agreement, the making of such gifts, offer to give, inducement, or promise, shall constitute a violation of the Agreement. Upon proof to the Authority of such violation this Agreement shall be deemed void ab initio and the Authority shall immediately take possession of the Facility.

#### **ARTICLE 16. JURISDICTION AND AUTHORITY OF THE STATE POLICE.**

a) Traffic on the Turnpike is under the direct supervision and control of the New Jersey State Police who will enforce all statutory laws including the Authority's established "Regulations Relating to the Control of Traffic on the New Jersey Turnpike," (the "Regulations"). The Authority's regulations are found at N.J.A.C. 19:9-1 et seq.

b) If the State Police should observe any hazardous condition connected with or related to the Operator's performance of its obligations hereunder, or of any violation of the Regulations they will notify the Operator and the Authority and all work related to such hazardous condition or violation shall immediately be stopped and

prompt remedial action shall be taken by the Operator. All costs incurred as a result of this action, and of all remedial action required, shall be borne entirely by the Operator without recourse against the Authority or State Police.

c) In the event the Operator encounters the loss, or suspected loss, of revenue at any location specified in this Agreement, the party discovering same shall immediately report the fact of such loss and the circumstances relating thereto immediately to the Authority and, on the Authority's approval, to the State Police.

d) Failure to stop all work related to any hazardous condition observed by the State Police or the failure to promptly remediate any violation of the Regulations observed by the State Police or the failure to remediate any hazardous condition observed by the State Police are each Events of Default subject to the remedies established in Article 15.

#### **ARTICLE 17. INQUIRIES AND NOTICES**

All inquiries and notices with regard to the Agreement should be addressed in writing by Certified Mail, return receipt requested, or by overnight mail delivery to:

If to the Authority:

Veronique Hakim  
Executive Director  
and  
Erika Vargas-Garrison  
Div. Manager Patron Services and Business Dev.  
New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, New Jersey 07095;

with a copy to:

Bruce Harris  
General Counsel  
New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, New Jersey 07095

If to the Operator:

with a copy to:

## **ARTICLE 18. GENERAL CONDITIONS.**

### **18.01 Parties Bound**

This Agreement is to be binding upon the Authority, its successor or assigns, and upon the Operator, its successor(s) or permitted assignees or permitted transferees.

### **18.02 Entire Agreement**

This Agreement, together with all of the attached Exhibits constitutes the entire Agreement between the parties and supersedes all provisions, agreements, promises,



representations, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement shall be interpreted in accordance with the order of precedence established in Article 3 herein.

#### **18.03 Severability**

If any provision or portion of this Agreement shall be held invalid by a court of competent jurisdiction, the invalid portion shall be considered deleted herefrom and shall not invalidate the remaining provisions of the Agreement, which shall remain in full force and effect.

#### **18.04 Modifications**

This Agreement may be modified only by the written agreement of the Authority and the Operator.

#### **18.05 Governing Law**

The terms of this Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Agreement shall be brought only in the Superior Court of the State of New Jersey, to which exclusive jurisdiction both parties hereto hereby agree to submit.

#### **18.06 Independent Contractor**

Neither party shall be considered, nor hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Operator is performing the Services as an independent contractor.

#### **18.07 Right to Audit**

a) Operator shall permit, during ordinary business hours throughout the Term of this Agreement and for a period of seven (7) years after the expiration or

earlier termination of this Agreement the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services and also any records and books of any company which is owned or controlled by the Operator, or which owns or controls the Operator if said company performs services similar to those performed by the Operator anywhere in the State of New Jersey (each a “related company”).

b) If any audit pursuant to Section 18.07 requires the Authority’s officers, employees and representatives to travel outside the State of New Jersey to the Operator’s or a related company’s principal place of business where the Operator’s and/or a related company’s records and books are maintained, then the Operator shall bear the additional costs of the audit.

c) The Authority shall provide reasonable prior notice to the Operator of any anticipated audit under this Section.

#### **18.08 Assignment**

This Agreement, or any part thereof, shall not be subcontracted or assigned by the Operator, without the specific prior written permission of the Authority, which permission shall not be unreasonably withheld or conditioned. Any attempted assignment without such prior permission shall be null and void. For purposes of this provision, and assignment shall include a change in control of the voting equity of Operator, a sale of all or substantially all of Operator’s assets, a merger by law, or a reorganization by which Operator is not the surviving entity.

#### **18.09 Foreign Corporation**

The Operator agrees that, if applicable, it shall register as a “Foreign Corporation” with the Office of the Secretary of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority’s execution of this Agreement.

#### **18.10 Section Headings**

The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of this Agreement.

#### **18.11 Negotiated Agreement**

This Agreement embodies the terms and conditions of a negotiated agreement between the Authority and the Operator; each has had an opportunity to confer with counsel; and each acknowledge that no presumption shall arise against the other as a proponent of any language in this Agreement.

[the rest of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

**ATTEST:**

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
Sheri Ann Czajkowski  
Assistant Secretary

\_\_\_\_\_  
Veronique Hakim  
Executive Director

[Corporate Seal]

APPROVED:

\_\_\_\_\_  
Bruce Harris  
General Counsel

**WITNESS OR ATTEST:**

\_\_\_\_\_

BY: \_\_\_\_\_

[Corporate Seal]

Exhibit A  
RFP

Exhibit B  
As-Built Drawing

Exhibit C  
Excerpts from Proposal

Exhibit D  
Facility License Agreement



Exhibit E  
Form of Bond

